

**IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

In Re:	:	Bankruptcy No. 25-11512-amc
Kimberly J Copes	:	
	:	Chapter 7
Debtor	:	
	:	Response Due: July 16, 2025
	:	Hearing: July 23, 2025
Nissan Motor Acceptance Company LLC	:	
f/k/a Nissan Motor Acceptance Corporation	:	
	:	
Movant	:	
vs.	:	
	:	
Kimberly J Copes	:	
	:	
Debtor/Respondent	:	
	:	
Lynn E. Feldman	:	
Trustee/Respondent	:	

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY RELIEF**

Nissan Motor Acceptance Company LLC f/k/a Nissan Motor Acceptance Corporation (the “Movant”) hereby respectfully moves this Court for an Order: (i) pursuant to § 362(d) of Title 11 of the United States Code (the “Bankruptcy Code”) with respect to lease for 2019 Nissan Sentra, VIN: 3N1AB7AP7KY285259 (the “Vehicle”) terminating the automatic stay imposed by § 362(a) of the Bankruptcy Code; (ii) waiving the stay invoked pursuant to the Federal Rules of Bankruptcy Procedure 4001(a)(3); and (iii) granting the Movant such other and further relief as this Court deems just and proper.

**PROCEDURE**

1. The Debtors filed a bankruptcy petition on April 17, 2025 under Chapter 7 of the Bankruptcy Code.

**JURISDICTION**

2. This motion for relief is being brought pursuant to 11 U.S.C. §362(d).

### **BACKGROUND**

3. Movant is the holder of a Retail Installment Sale Contract, which was executed on May 18, 2023 with respect to a 2019 Nissan Sentra, VIN: 3N1AB7AP7KY285259. A true and correct copy of the Retail Installment Sale Contract (“Sale Contract”) is attached hereto as Exhibit “A.”

4. In accordance with the Sale Contract, Debtor Kimberly J Copes, agreed to pay the 72 monthly lease payments of \$494.94 beginning June 23, 2022.

5. Per the Debtor’s Statement of Intention they plan to surrender the Collateral.

6. The current valuation of the leased vehicle ranges from \$4,200 to \$13,650 depending on the condition and terms. A true and correct copy of the valuation is attached hereto as Exhibit “B”.

7. As of May 8, 2025, the total obligation due to the Movant under the terms of the Vehicle Lease is approximately \$19,891.63.

8. As the motor vehicle at issue is leased, Movant is the current owner on title. A true and correct copy of the Certificate of Title from the Commonwealth of Pennsylvania is attached hereto as Exhibit “C”.

### **THE AUTOMATIC STAY SHOULD BE TERMINATED PURSUANT TO 11 U.S.C. § 362(d)**

9. The Movant is entitled to relief from the automatic stay as set forth in the within motion. 11 U.S.C. § 362(d) provides in pertinent part as follows:

(a) On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay-

(1) for cause, including the lack of adequate protection of an interest in property of such party in interest;

(2) with respect to a stay of an act against property under subsection (a) of this section, if:

(A) the Debtor does not have any equity in such property; and

(B) such property is not necessary to an effective reorganization.

10. It is respectfully submitted that there is sufficient cause to vacate the automatic stay because the Debtor is in default of his obligations under the terms of the Retail Installment Sale Contract.

11. Additionally the Movant is entitled to relief from the automatic stay because Debtor has no equity in the Property and it is not necessary to a reorganization.

**WHEREFORE**, Movant respectfully requests that an Order be granted: (i) pursuant to 11 U.S.C. § 362(d) modifying and terminating the automatic stay; (ii) waiving the stay invoked pursuant to the Federal Rules of Bankruptcy Procedure 4001(a)(3); and (iii) granting such other and further relief as this Court deems is just and proper.

Dated: June 17, 2025

Respectfully submitted,  
**PINCUS LAW GROUP, PLLC**

By: /s/Michael Clark  
Michael Clark, Esquire  
Five Greentree Centre  
525 Route 73 North, Suite 309  
Marlton, NJ 08053  
Telephone: 516-699-8902  
Fax: 516-279-6990  
Email: mclark@pincuslaw.com